

The complaint

Mr G complains that Unum Ltd failed to protect his data and gave poor customer service.

What happened

The background to this complaint is well known to the parties, so I won't repeat all the details here. In brief summary, as part of its benefits package, Mr G's previous employer provided group critical illness cover to employees, via automatic enrolment. This cover was provided by Unum.

Following receipt of information saying he owed tax in relation to the critical illness cover, Mr G contacted his former employer for information. Mr G has said he was poorly treated during his employment and I understand there are ongoing issues between those parties.

Mr G wasn't satisfied with the information provided by his former employer, so he contacted Unum. But Mr G was unhappy with Unum's responses. He complained and in August 2024, Unum issued a final response letter. This letter detailed three complaint points, as follows:

- 1. That we failed to share information relating to the premium you were paying for your group critical illness policy*
- 2. The speed/lack of response to your query from our service team*
- 3. That our Data Protection Officer subsequently shared additional information relating to yourself with your former employer.*

Unum didn't uphold points 1 and 3, but did uphold point 2, acknowledging a failure to meet service standards.

Mr G was unhappy about Unum's final response so came to the Financial Ombudsman Service. But our investigator said that we couldn't consider Mr G's complaint because he wasn't an eligible complainant under our rules. Mr G disagreed so the complaint has come to me for a decision.

In January 2025 I issued a provisional decision. In it I explained why I considered that Mr G's complaint was within our jurisdiction. I said that Mr G does not have a direct, contractual customer relationship with Unum, because he is not the policy holder – rather, his former employer is. But I thought that, for the purposes of this complaint, he was an eligible complainant under the Financial Conduct Authority's Handbook of Rules and Guidance - DISP 2.7.6R (5) - as a person for whose benefit a contract of insurance was taken out. Typically, members of group insurance schemes will be eligible complainants under this rule. Neither party disagreed with my conclusions. I confirm this complaint falls within our jurisdiction.

I went on to consider the merits of Mr G's complaint. Regarding this, I explained I was not intending to uphold the complaint. I said:

Firstly, I appreciate this is a difficult situation for Mr G, who feels he is 'stuck in the middle with an outstanding tax bill and nowhere to turn.' My focus is whether Unum, as the provider of his former employer's group critical illness policy, has treated Mr G unfairly.

From what I've seen, Unum engaged with Mr G and provided him with some information and signposting links. But didn't provide all of the information Mr G wanted, such as the policy premium and policy documents/contract, citing client confidentiality, as Mr G was not a party to the contract.

There's no obligation on the insurer to provide information directly to scheme members. Mr G had already received some personalised information from his former employer. Unum has limited information about individual scheme members, but was able to provide some data to Mr G. However, I don't think it acted unfairly in referring Mr G back to his former employer regarding his outstanding concerns. It is usual in group policies for benefits information, such as that relating to critical illness scheme membership, to be provided to employees directly from the employer, or via a third party acting for the employer. Mr G says he's found his former employer uncooperative. But that doesn't mean Unum has any additional obligations to him. So I don't intend to uphold this aspect of Mr G's complaint.

Mr G also complained that Unum breached data protection legislation by copying his former employer into an email chain between Unum and Mr G. Unum didn't uphold this complaint point, saying it hadn't shared any information which Mr G's employer did not already have access to. Mr G says that Unum's actions have potentially put proceedings against his former employer that he was contemplating in jeopardy and caused his former employer to start emailing him again, against his wishes.

In the email Mr G provided to us, I can see that Unum reiterated its position regarding what it had provided to him and what it wouldn't disclose. It refers to the information Mr G's former employer has also provided, confirms that there is no other information it can share and directs Mr G back to the employer's HR team. Rulings on whether there has been a breach of data protection legislation and regulation is a matter for the Information Commissioner's Office. However, I will say that, on the face of it, an insurer copying in the group policy holder, where a scheme member has been directed back to that policy holder and that policy holder already holds personal data in respect of the scheme member, doesn't seem to me to be unreasonable. I accept that Mr G is concerned about future dealings with his former employer and that contact from the firm was unwanted. But overall, I don't think Unum's actions here were unfair or that it's responsible for any distress Mr G experienced as a result of contact from his former employer.

Finally, in respect of contact with its service team, Unum accepted there had been failings and apologised that service standards were not met and that it hadn't responded in a timely manner, saying feedback had been given to the area concerned for improvement purposes. I appreciate this was a frustrating situation for Mr G. But overall, I think the acknowledgement and action taken were a fair response.

Unum acknowledged receipt of my provisional decision and said it had no further comments to make.

Mr G responded, asking me, in summary, to explain, with reference to rules and or statute relied upon, why a beneficiary of an insurance policy is not entitled to see a copy of that policy. He also reiterated his view that Unum had no right to copy a third party into 'private

and confidential correspondence', saying I'd not given him a compelling reason why disclosure wasn't a breach of data protection legislation and of confidentiality.

The deadline for further comments has passed so I'll now issue my final decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I'm not upholding this complaint. I appreciate this is not the answer Mr G wanted and I'm sorry to send unwelcome news.

In my provisional decision I set out my reasoning, focusing on the points and evidence I considered material to my decision. I know Mr G wants me to answer his specific questions. But I don't think that's necessary to exercise my fair and reasonable remit. Since I issued my provisional decision, quoted above, I've not seen any new information to change my mind. Overall, I don't think Unum acted unfairly or unreasonably in its dealings with Mr G. So I'm not asking Unum to do anything more in respect of this complaint.

My final decision

For the reasons given above I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 25 February 2025.

Jo Chilvers
Ombudsman